

Matthew Haynie  
Jay Forester  
**FORESTER HAYNIE PLLC**  
1701 N. Market St., #201  
Dallas, TX 75202  
Phone: (214) 210-2100  
[matthew@foresterhaynie.com](mailto:matthew@foresterhaynie.com)  
[jay@foresterhaynie.com](mailto:jay@foresterhaynie.com)

*Attorneys for Plaintiff*

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF ARIZONA**

**HEATHER RAMM**, individually and on behalf  
of similarly situated persons,

Plaintiff,

v.

**PIZZA HUT OF ARIZONA, INC., PIZZA  
HUT OF COTTONWOOD, INC., PATRICK  
MCCONAUGHEY, and BRENT KYTE**

Defendants.

**Case No.** \_\_\_\_\_

**Jury Demanded**

**COMPLAINT**

Plaintiff Heather Ramm (“Plaintiff”), individually and on behalf of all other similarly situated delivery drivers, brings this Complaint against Defendants Pizza Hut of Arizona, Inc., Pizza Hut of Cottonwood, Inc., Patrick McConaughy, and Brent Kyte, alleges as follows:

1. Defendants operate numerous Pizza Hut franchise stores. Defendants employ delivery drivers who use their own automobiles to deliver pizza and other food items to their customers. However, instead of reimbursing delivery drivers for the reasonably approximate costs of the business use of their vehicles, Defendants use a flawed method to determine reimbursement rates that provides such an unreasonably low rate beneath any reasonable approximation of the



1 drivers' work as they held the power to hire and fire, supervised and controlled work schedules  
2 and/or conditions of employment, determined rates and methods of pay and/or expense  
3 reimbursements, and maintained employment records and/or held control over employment  
4 records. Defendant who may be served at 5902 East Pima, Tucson, AZ 85712, or wherever he  
5 may be found.

6  
7 8. Defendant, Brent Kyte is individually liable because, during the relevant times, he  
8 was an owner of substantial interests in defendant, served as officer of the entity, and held  
9 managerial responsibilities and substantial control over terms and conditions of drivers' work as  
10 they held the power to hire and fire, supervised and controlled work schedules and/or conditions  
11 of employment, determined rates and methods of pay and/or expense reimbursements, and  
12 maintained employment records and/or held control over employment records. Defendant who  
13 may be served at 5902 East Pima, Tucson, AZ 85712, or wherever he may be found.

14  
15 9. Plaintiff has been employed by Defendants since approximately November 2012  
16 to January 2018 as a delivery driver at Defendants' Pizza Hut stores located in the Tucson,  
17 Arizona area and within this District. Plaintiff's consent to pursue this claim under the FLSA is  
18 attached to this Original Complaint as "Exhibit 1."

19  
20 **General Allegations**

21 ***Defendants' Business***

22  
23 10. Defendants own and operate numerous Pizza Hut franchise stores including stores  
24 within this District and this Division.

25 11. Patrick McConaughy and Brent Kyte are owners, officers and directors of Pizza  
26 Hut of Arizona, Inc. and Pizza Hut of Cottonwood, Inc. In this capacity, Mr. McConaughy and  
27 Kyte put the pay scheme at issue in place, have overseen and enforced Defendants' pay practices,  
28 and are, therefore, individually liable for the violations at issue.

1           12. Defendants' Pizza Hut stores employ delivery drivers who all have the same  
2 primary job duty: to deliver pizzas and other food items to customers' homes or workplaces.  
3

4 ***Defendants' Flawed Automobile Reimbursement Policy***  
5

6           13. Defendants require their delivery drivers to maintain and pay for safe, legally-  
7 operable, and insured automobiles when delivering pizza and other food items. Defendants'  
8 delivery drivers incur costs for gasoline, vehicle parts and fluids, repair and maintenance services,  
9 insurance, depreciation, and other expenses ("automobile expenses") while delivering pizza and  
10 other food items for the primary benefit of Defendants.  
11

12           14. Defendants' delivery driver reimbursement policy reimburses drivers on a per-  
13 delivery basis, but the per-delivery reimbursement equates to below the IRS business mileage  
14 reimbursement rate or any other reasonable approximation of the cost to own and operate a motor  
15 vehicle. This policy applies to all of Defendants' delivery drivers.

16           15. The result of Defendants' delivery driver reimbursement policy is a  
17 reimbursement of much less than a reasonable approximation of its drivers' automobile expenses.

18           16. During the applicable FLSA limitations period, the IRS business mileage  
19 reimbursement rate ranged between \$.535 and \$.575 per mile. Likewise, reputable companies that  
20 study the cost of owning and operating a motor vehicle and/or reasonable reimbursement rates,  
21 including the AAA, have determined that the average cost of owning and operating a vehicle  
22 ranged between \$.571 and \$.608 per mile during the same period for drivers who drive 15,000  
23 miles per year. These figures represent a reasonable approximation of the average cost of owning  
24 and operating a vehicle for use in delivering pizzas.

25           17. However, the driving conditions associated with the pizza delivery business cause  
26 even more frequent maintenance costs, higher costs due to repairs associated with driving, and  
27 more rapid depreciation from driving as much as, and in the manner of, a delivery driver.  
28 Defendants' delivery drivers further experience lower gas mileage and higher repair costs than

1 the average driver used to determine the average cost of owning and operating a vehicle described  
2 above due to the nature of the delivery business, including frequent starting and stopping of the  
3 engine, frequent braking, short routes as opposed to highway driving, and driving under time  
4 pressures.

5 18. Defendants' reimbursement policy does not reimburse delivery drivers for even  
6 their ongoing out-of-pocket expenses, much less other costs they incur to own and operate their  
7 vehicle, and thus Defendants uniformly fail to reimburse its delivery drivers at any reasonable  
8 approximation of the cost of owning and operating their vehicles for Defendants' benefit.

9 19. Defendants' systematic failure to adequately reimburse automobile expenses  
10 constitutes a "kickback" to Defendants such that the hourly wages it pays to Plaintiff and  
11 Defendants' other delivery drivers are not paid free and clear of all outstanding obligations to  
12 Defendants.

13 20. Defendants fail to reasonably approximate the amount of their drivers' automobile  
14 expenses to such an extent that its drivers' net wages are diminished beneath the federal minimum  
15 wage requirements.

16 21. In sum, Defendants' reimbursement policy and methodology fail to reflect the  
17 realities of delivery drivers' automobile expenses.

18  
19 ***Defendants' Failure to Reasonably Reimburse Automobile Expenses Causes Minimum Wage***  
20 ***Violations***

21 22. Regardless of the precise amount of the per-delivery reimbursement at any given  
22 point in time, Defendants' reimbursement formula has resulted in an unreasonable  
23 underestimation of delivery drivers' automobile expenses throughout the recovery period, causing  
24 systematic violations of the federal minimum wage.

25 23. Plaintiff was paid sub minimum wage rates during her employment with  
26 Defendants and for as low as \$5.35 per hour, including a tip credit applicable to the time she  
27 performed deliveries.  
28

1           24.     The federal minimum wage has been \$7.25 per hour since July 24, 2009. The  
2 Arizona Minimum wage has been \$10.00 per hour since January 1, 2017 and \$10.50 since January  
3 1, 2018.

4           25.     During the time Plaintiff worked for Defendants as a delivery driver, she was  
5 reimbursed just \$1.14 per delivery and on average drove 4-6 miles per delivery. This means  
6 plaintiff was getting paid between \$.19 to .285 per mile (\$1.14 divided by 4 and 6 miles  
7 respectively).

8           26.     During the relevant time period, the IRS business mileage reimbursement rate  
9 ranged between \$.56 and \$.535 per mile, which reasonably approximated the automobile  
10 expenses incurred delivering pizzas. [http://www.irs.gov/Tax-Professionals/Standard-Mileage-](http://www.irs.gov/Tax-Professionals/Standard-Mileage-Rates)  
11 [Rates](http://www.irs.gov/Tax-Professionals/Standard-Mileage-Rates). Using the lowest IRS rate and the highest rate per mile plaintiff was making per mile driven  
12 (\$.285 per mile) in effect during that period as a reasonable approximation of Plaintiff's  
13 automobile expenses, every mile driven on the job decreased her net wages by at least \$.25 (\$.535  
14 - \$.285) per mile.

15           27.     During her employment by Defendants, Plaintiff regularly made 3 or more  
16 deliveries per hour. Thus using even a conservative under-estimate of Plaintiff's actual expenses  
17 and damages, every hour on the job decreased Plaintiff's net wages by at least \$.75 (\$.25 x 3  
18 deliveries).

19           28.     All of Defendants' delivery drivers had similar experiences to those of Plaintiff.  
20 They were subject to the same reimbursement policy; received similar reimbursements; incurred  
21 similar automobile expenses; completed deliveries of similar distances and at similar frequencies;  
22 and were paid at or near the federal minimum wage before deducting unreimbursed business  
23 expenses.

24           29.     Because Defendants paid their drivers a gross hourly wage at precisely, or at least  
25 very close to, the federal minimum wage, and because the delivery drivers incurred unreimbursed  
26 automobile expenses, the delivery drivers "kicked back" to Defendants an amount sufficient to  
27 cause minimum wage violations.  
28

1           30. While the amount of Defendants' actual reimbursements per delivery may vary  
2 over time, Defendants are relying on the same flawed policy and methodology with respect to all  
3 delivery drivers at all of their other Pizza Hut stores. Thus, although reimbursement amounts may  
4 differ somewhat by time or region, the amounts of under-reimbursements relative to automobile  
5 costs incurred are relatively consistent between time and region.

6           31. Defendants' low reimbursement rates were a frequent complaint of Defendants'  
7 delivery drivers, which resulted in discussions with management, yet Defendants continued to  
8 reimburse at a rate much less than any reasonable approximation of delivery drivers' automobile  
9 expenses. In fact, there were times that Defendants would not pay Plaintiff and other Drivers  
10 anything for mileage or would deduct pay from their mileage amounts.

11           32. The net effect of Defendants' flawed reimbursement policy is that Defendants  
12 have willfully failed to pay the federal minimum wage to their delivery drivers. Defendants  
13 thereby enjoys ill-gained profits at the expense of its employees.

14                           **Class and Collective Action Allegations**

15           33. Plaintiff brings this FLSA claim as an "opt-in" collective action on behalf of  
16 similarly situated delivery drivers pursuant to 29 U.S.C. § 216(b).

17           34. The FLSA claims may be pursued by those who opt-in to this case pursuant to 29  
18 U.S.C. § 216(b).

19           35. Plaintiff, individually and on behalf of other similarly situated employees, seeks  
20 relief on a collective basis challenging Defendants' practice of failing to pay employees federal  
21 minimum wage. The number and identity of other plaintiffs yet to opt-in may be ascertained  
22 from Defendants' records, and potential class members may be notified of the pendency of this  
23 action via mail and electronic means.

24           36. Plaintiff and all of Defendants' delivery drivers are similarly situated in that:  
25           a. They have worked as delivery drivers for Defendants delivering pizza and  
26 other food items to Defendants' customers;

27  
28

1                   b. They have delivered pizza and food items using automobiles not owned or  
2 maintained by Defendants;

3                   c. Defendants required them to maintain these automobiles in a safe, legally-  
4 operable, and insured condition;

5                   d. They incurred costs for automobile expenses while delivering pizzas and  
6 food items for the primary benefit of Defendants;

7                   e. They were subject to similar driving conditions, automobile expenses,  
8 delivery distances, and delivery frequencies;

9                   f. They were subject to the same pay policies and practices of Defendants;

10                  g. They were subject to the same delivery driver reimbursement policy that  
11 under-estimates automobile expenses per mile, and thereby systematically deprived of reasonably  
12 approximate reimbursements, resulting in wages below the federal minimum wage in some or all  
13 workweeks;

14                  h. They were reimbursed similar set amounts of automobile expenses per  
15 delivery; and,

16                  i. They were paid at or near the federal minimum wage before deducting  
17 unreimbursed business expenses.

18                  37. Plaintiff brings Count II as a class action pursuant to Fed. R. Civ. P. 23, on behalf  
19 of herself and as the Class Representatives of the following persons (the “Class”):

20                  All current and former delivery drivers employed by Defendants during the statutory period.

21                  38. The state law claims, if certified for class-wide treatment, are brought on behalf of  
22 all similarly situated persons who do not opt-out of the Class.

23                  39. The Class satisfies the numerosity standard as it consists of hundreds of persons  
24 who are geographically dispersed and, therefore, joinder of all Class members in a single action  
25 is impracticable.



1           40.     Questions of fact and law common to the Class predominate over any questions  
2 affecting only individual members. The questions of law and fact common to the Class arising  
3 from Defendants' actions include, without limitation:

4                   a. Whether Defendants failed to pay Class members the minimum wage  
5 required by Arizona law,

6                   b. Whether Defendants failed to reasonably reimburse Class members for  
7 using their own vehicles to deliver Defendants' pizzas and other food items,

8                   c. Whether Defendants' formula and / or methodology used to calculate the  
9 payment of reimbursement for vehicle expenses resulted in unreasonable under-reimbursement  
10 of the Class members,

11                   d. Whether Defendants failed to keep accurate records of deductions from  
12 Class members' wages in violation of Arizona law, and

13                   e. Whether Defendants failed to reimburse Plaintiff and the Putative  
14 Plaintiffs for "other amounts promised" pursuant to its company handbook, and thus required by  
15 the Wage Claim Act and the Minimum Wage Act.

16           41.     The questions set forth above predominate over any questions affecting only  
17 individual persons, and a class action is superior with respect to considerations of consistency,  
18 economy, efficiency, fairness, and equity to other available methods for the fair and efficient  
19 adjudication of the state law claims.

20           42.     Plaintiff's claim is typical of those of the Class in that:

21                   a. Plaintiff and the Class have worked as delivery drivers for Defendants  
22 delivering pizza and other food items to Defendants' customers;

23                   b. Plaintiff and the Class delivered pizza and food items using automobiles  
24 not owned or maintained by Defendants;

25  
26  
27  
28

1 c. Defendants required Plaintiff and the Class to maintain these automobiles  
2 in a safe, legally-operable, and insured condition;

3 d. Plaintiff and the Class incurred costs for automobile expenses while  
4 delivering pizzas and food items for the primary benefit of Defendants;

5 e. Plaintiff and the Class were subject to similar driving conditions,  
6 automobile expenses, delivery distances, and delivery frequencies;

7 f. Plaintiff and the Class were subject to the same pay policies and practices  
8 of Defendants;

9 g. Plaintiff and the Class were subject to the same delivery driver  
10 reimbursement policy that underestimates automobile expenses per mile, and thereby  
11 systematically deprived of reasonably approximate reimbursements, resulting in wages below  
12 the federal minimum wage in some or all workweeks;

13 h. Plaintiff and the Class were reimbursed similar set amounts of automobile  
14 expenses per delivery; and

15 i. Plaintiff and the Class were paid at or near the Arizona minimum wage  
16 before deducting unreimbursed business expenses.

17 43. A class action is the appropriate method for the fair and efficient adjudication of  
18 this controversy. Defendants has acted or refused to act on grounds generally applicable to the  
19 Class.

20 44. Plaintiff is an adequate representative of the Class because she is a member of the  
21 Class and her interests do not conflict with the interest of the members of the Class she seeks to  
22 represent. The interests of the members of the Class will be fairly and adequately protected by  
23 Plaintiff and the undersigned counsel, who have extensive experience prosecuting complex wage  
24 and hour, employment, and class action litigation.  
25  
26  
27  
28

1           45. Maintenance of this action as a class action is superior to other available methods  
2 for fairly and efficiently adjudicating the controversy as members of the Class have little interest  
3 in individually controlling the prosecution of separate class actions, no other litigation is pending  
4 over the same controversy, it is desirable to concentrate the litigation in this Court due to the  
5 relatively small recoveries per member of the Class, and there are no material difficulties  
6 impairing the management of a class action.

7  
8           46. It would be impracticable and undesirable for each member of the Class who  
9 suffered harm to bring a separate action. In addition, the maintenance of separate actions would  
10 place a substantial and unnecessary burden on the courts and could result in inconsistent  
11 adjudications, while a single class action can determine, with judicial economy, the rights of all  
12 Class members.

13  
14                   **Count I: Violation of the Fair Labor Standards Act of 1938**

15           47. Plaintiff reasserts and re-alleges the allegations set forth above.

16           48. The FLSA regulates, among other things, the payment of minimum wage by  
17 employers whose employees are engaged in interstate commerce, or engaged in the production  
18 of goods for commerce, or employed in an enterprise engaged in commerce or in the production  
19 of goods for commerce. 29 U.S.C. §206(a).

20           49. Defendants are subject to the FLSA's minimum wage requirements because it is  
21 an enterprise engaged in interstate commerce, and its employees are engaged in commerce.

22           50. At all relevant times herein, Plaintiff and all other similarly situated delivery  
23 drivers have been entitled to the rights, protections, and benefits provided under the FLSA, 29  
24 U.S.C. §§ 201, *et seq.*

25           51. Section 13 of the FLSA, codified at 29 U.S.C. § 213, exempts certain categories  
26 of employees from federal minimum wage obligations. None of the FLSA exemptions apply to  
27 Plaintiff or other similarly situated delivery drivers.  
28

1           52. Under Section 6 of the FLSA, codified at 29 U.S.C. § 206, employees have been  
2 entitled to be compensated at a rate of at least \$7.25 per hour since July 24, 2009.

3           53. As alleged herein, Defendants have reimbursed delivery drivers less than the  
4 reasonably approximate amount of their automobile expenses to such an extent that it  
5 diminishes these employees' wages beneath the federal minimum wage.

6           54. Defendants knew or should have known that their pay and reimbursement  
7 policies, practices and methodology result in failure to compensate delivery drivers at the  
8 federal minimum wage.

9           55. Defendants, pursuant to their policy and practice, violated the FLSA by refusing  
10 and failing to pay federal minimum wage to Plaintiff and other similarly situated employees.

11           56. Plaintiff and all similarly situated delivery drivers are victims of a uniform and  
12 employer-based compensation and reimbursement policy. This uniform policy, in violation of  
13 the FLSA, has been applied, and continues to be applied, to all delivery driver employees in  
14 Defendants' stores.

15           57. Plaintiff and all similarly situated employees are entitled to damages equal to the  
16 minimum wage minus actual wages received after deducting reasonably approximated  
17 automobile expenses within three years from the date each Plaintiff joins this case, plus periods  
18 of equitable tolling, because Defendants acted willfully and knew, or showed reckless disregard  
19 for, whether its conduct was unlawful.

20           58. Defendants have acted neither in good faith nor with reasonable grounds to  
21 believe that its actions and omissions were not a violation of the FLSA, and as a result, Plaintiff  
22 and other similarly situated employees are entitled to recover an award of liquidated damages in  
23 an amount equal to the amount of unpaid minimum wages under 29 U.S.C. § 216(b).  
24 Alternatively, should the Court find Defendants is not liable for liquidated damages, Plaintiff  
25 and all similarly situated employees are entitled to an award of prejudgment interest at the  
26 applicable legal rate.  
27  
28

1           59. As a result of the aforesaid willful violations of the FLSA's minimum wage  
2 provisions, minimum wage compensation has been unlawfully withheld by Defendants from  
3 Plaintiff and all similarly situated employees. Accordingly, Defendants are liable under 29  
4 U.S.C. § 216(b), together with an additional amount as liquidated damages, pre-judgment and  
5 post-judgment interest, reasonable attorneys' fees, and costs of this action.  
6

7           **Count II: Violation of the AEPWCL by Failing to Pay Arizona's Minimum Wage**

8           60. Plaintiff reasserts and re-alleges the allegations set forth above.

9           61. At all relevant times herein, Plaintiff and the Class have been entitled to the rights,  
10 protections, and benefits provided under the AEPWCL, A.R.S. § 23-201 *et seq.*  
11

12           62. No exemption from the AEPWCL applies to Plaintiff or the Class.

13           63. Arizona law regulates, among other things, the payment of minimum  
14 wage by employers who employ any person in Arizona. A.R.S. § 23-363.

15           64. During all times relevant to this action, Plaintiff and the Class were  
16 Defendants' "employees" within the meaning of Arizona law. A.R.S. § 23-362(A).

17           65. During all times relevant to this action, Defendants were the "employers" of  
18 Plaintiff and the Class within the meaning of Arizona law. A.R.S. § 23-362(B).

19           66. Defendants, pursuant to their policy and practice, violated Arizona law  
20 by refusing and failing to pay Plaintiff and the Class wages equal to at least Arizona's applicable  
21 minimum wages, even before considering unreimbursed job expenses.  
22

23           67. Defendants, pursuant to their policy and practice, violated Arizona law by refusing  
24 and failing to pay Plaintiff and the Class wages equal to at least Arizona's applicable minimum  
25 wages, even before considering unreimbursed job expenses.

26           68. Plaintiff and the Class are victims of a uniform and employer-based compensation  
27 policy. Upon information and belief, this uniform policy, in violation of Arizona law, has been  
28

1 applied, and continues to be applied, to all Class members in Defendants' other stores located in  
2 Arizona.

3 69. Because Defendants acted willfully and knew, or showed reckless disregard for,  
4 whether their conduct was unlawful, Plaintiff and all similarly situated employees are entitled to  
5 actual damages equal to the difference between the minimum wage and actual wages received  
6 since January 1, 2015, plus a period of time encompassing all violations that occurred as part of  
7 a continuing course of employer conduct regardless of the date. A.R.S. § 23-364(H).  
8

9 70. Plaintiff and all similarly situated employees are entitled to additional damages equal  
10 to two times the difference between the minimum wage and actual wages received during the  
11 statutory period, plus a period of time encompassing all violations that occurred as part of a  
12 continuing course of employer conduct regardless of their date. A.R.S. §§ 23-364(G) & (H).  
13

14 71. Plaintiff and the Class are entitled to an award of pre-judgment and post-judgment  
15 interest at the applicable legal rate. *Id.*

16 72. Defendants are also liable for Plaintiff's costs and attorney's fees incurred in this  
17 action. *Id.*

18 **PRAYER FOR RELIEF**

19 WHEREFORE, Plaintiff and the Class demand judgment against Defendants and pray for:  
20 (1) compensatory damages; (2) liquidated damages, (3) costs of litigation and attorney's fees as  
21 provided by law; (4) pre-judgment and post-judgment interest as provided by law; and (5) such  
22 other relief as the Court deems fair and equitable.  
23

24 **Demand for Jury Trial**

25 Plaintiff hereby requests a trial by jury of all issues triable by jury.

26 Respectfully submitted,

27 /s/ Matthew Haynie  
28 **Matthew Haynie\***

1 Texas Bar No. 24087692  
2 **Jay Forester\***  
3 Texas Bar No. 24087532  
4 \*Previously Admitted *Pro Hac Vice*  
5 **FORESTER HAYNIE PLLC**  
6 1701 N. Market Street, Suite 210  
7 Dallas, Texas 75202  
8 (214) 210-2100 phone  
9 (214) 346-5909 fax  
10 [www.foresterhaynie.com](http://www.foresterhaynie.com)

11 **ATTORNEYS FOR PLAINTIFFS**

12  
13 **CERTIFICATE OF SERVICE**

14  
15 This is the Original Complaint. Service of this Complaint will be made on Defendants  
16 with summons to be issued by the clerk according to the Federal Rules of Civil Procedure.

17 /s/ Matthew Haynie  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

## CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

**I. (a) PLAINTIFFS**

HEATHER RAMM, individually and on behalf of similarly situated persons

(b) County of Residence of First Listed Plaintiff \_\_\_\_\_  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Jay Forester and Matthew Haynie  
Forester Haynie PLLC  
1701 N. Market Street, Suite 210 Dallas

**DEFENDANTS**

PIZZA HUT OF ARIZONA, INC., PIZZA HUT OF COTTONWOOD, INC., PATRICK MCCONAUGHEY, and BRENT KYTE

County of Residence of First Listed Defendant \_\_\_\_\_  
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question  
(U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity  
(Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |   | PTF                        | DEF                        |   | PTF                        | DEF                        |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State                   | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State                | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)

Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice <b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <b>LABOR</b> <input checked="" type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education <b>PRISONER PETITIONS</b> <b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

**V. ORIGIN** (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding    ☐ 2 Removed from State Court    ☐ 3 Remanded from Appellate Court    ☐ 4 Reinstated or Reopened    ☐ 5 Transferred from Another District (specify)    ☐ 6 Multidistrict Litigation - Transfer    ☐ 8 Multidistrict Litigation - Direct File

**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

Fair Labor Standards Act, 29 U.S.C. Section 201, et seq.

Brief description of cause:

Violation of the Fair Labor Standards Act

**VII. REQUESTED IN COMPLAINT:**

☒ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.    DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes    ☐ No

**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE

DOCKET NUMBER

DATE

04/30/2018

SIGNATURE OF ATTORNEY OF RECORD

s/ Matthew Haynie

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

Print

Save As...

Reset



**INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44**

## Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.  
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.  
 United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.  
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.  
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.  
 Original Proceedings. (1) Cases which originate in the United States district courts.  
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.  
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.  
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.  
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.  
 Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.  
 Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.  
**PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.  
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.  
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

**Date and Attorney Signature.** Date and sign the civil cover sheet.

**NOTICE OF CONSENT TO BE A PARTY PLAINTIFF**

Fair Labor Standards Act of 1938, 29 U.S.C. 216(b)

I consent to be a party plaintiff in the case in which this consent is filed. By joining this lawsuit, I designate the named plaintiff(s) in the case in which this consent is filed and his/her attorneys (and other persons those individuals designate as necessary) as my representatives to make all decisions on my behalf, to the extent permitted by law, concerning the method and manner of conducting the case including settlement, the entering of an agreement with Plaintiff's counsel regarding payment of attorneys' fees and court costs, and all other matters pertaining to this lawsuit. I further acknowledge that I intend for this consent to be filed in order to recover any unpaid wages owed to me by my current/former employer whether this consent is filed in this action or in any private cause of action that may be filed on my behalf for such recovery at a later time. For purposes of pursuing my unpaid wage claims I choose to be represented by Forester Haynie PLLC and other attorneys with whom they may associate.

Date: Apr 28, 2018

Signature:   
Heather ramm (Apr 28, 2018)

Printed Name: Heather ramm

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Arizona Pizza Hut Operators Failed to Pay Delivery Drivers Approx. Costs for Vehicle Use, Lawsuit Alleges](#)

---